

of by a leaching cess pool, or by sub-surface irrigation, or shall be removed to a safe distance, No leaching cess-pool shall be constructed within sixty feet of any well, and no well shall be sunk within sixty feet of a leaching cess pool, and connection shall be made for all house sewage ^{with a sewer} within one year after such sewer has been constructed.

9th. That the said lot shall be sub-divided or sold in parcels, but shall be held as a single residence.

10th. That the said grantee shall, within one year, erect a dwelling house on said lot to cost not less than Six hundred dollars And the said party of the second part, for himself, his heirs, personal representatives and assigns, hereby agrees and consents that if any of the conditions and restrictions contained herein shall be broken or not complied with, the said party of the first part, its successors or assigns, shall have the right to file its bill in any court of equity having jurisdiction in Frederick County, for the purpose of enjoining the said party of the second part, his heirs, personal representatives or assigns, from breaking or failing to comply with the said conditions and restrictions, and the said party of the second part, for himself, his heirs, personal representatives or assigns, hereby consents to the issuing of said injunction at once.

All of the above agreements, conditions and restrictions shall extend in full force to and terminate on the first day of January, in the year 1920, unless sooner terminated or modified by mutual agreement in writing and duly recorded by the parties to these presents, or their successors, heirs or assigns, and at and after the said first day of January 1920, the land hereby conveyed shall rest and remain with the said party of the second part, or his heirs or assigns, absolutely and in fee simple, without conditions or limitations so far as the agreements herein contained are concerned, except the restrictions forbidding the sale of liquor on the said premises, which are not to determine but are to run with the land forever.

And the said grantee, for himself, his heirs, and assigns, doth hereby covenant that he will comply with and fulfill all the restrictions, agreements and limitations hereinbefore contained. And the said The Real Estate and Improvement Company of Baltimore City doth hereby covenant that it will warrant specially the property hereby conveyed, and that it will execute such further assurance of said land as may be requisite. And this Deed Further Witnesseth, that the said The Real Estate and Improvement Company of Baltimore City doth hereby constitute and appoint George Dobbin Penniman of Baltimore City, its attorney